CS No. 46 of 2003.

3.1. 2007 Present: Plaintiff in person with Sh. B.C.Verma, Advocate.

Defendant No.1 in person with counsel Sh. Rajesh Mandhotra.

Parties have entered into a compromise, the terms and condition whereof find mentioned in the application, under Order 23, Rules 1 & 2 read with Section 151 of the Code of Civil Procedure, mark Ex. CA. The application is duly supported by the affidavits of the parties. Statements of the parties and their counsel regarding their admission about the correctness and genuineness of the compromise have been recorded in the court separately. In terms of the compromise, a conditional decree for specific performance of the agreement dated 18.9.2000, is passed in favour of the plaintiff and against the defendants and it is hereby ordered that in case the condition specified hereinbelow, is not fulfilled, defendants shall execute a sale deed in respect of the suit property, as described in the aforesaid agreement, dated 18.9.2000, in favour of the plaintiff on the latter's depositing the balance sale consideration, amounting to Rs. 20,00,000/- (rupees twenty lacs) with this court on or before 30th September, 2007.

Condition:-

Cheque for Rs.4,00,000/- (rupees four lacs) payable out of account No. 33 in the name of defendant No.1 with Bank of Maharashtra handed over to the plaintiff by the defendant No. 1 today in the court is not encashed by the banker of the defendant on presentation on any date after this day and another cheque for Rs. 1,00,000/- (rupees one lac) payable out of the aforesaid account with bank of Maharashtra, which has been dated 2.7.2007 is also not encashed on presentation on any date from 2.7.2007 to 10.7.2007.

It is further ordered that in case the two cheques referred to in the aforesaid condition are encashed, the decree shall become inexecutable.

January 3, 2007. ***(Surjit Singh)***
(Hem) ***Judge***